



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 10

1200 Sixth Avenue, Suite 900  
Seattle, Washington 98101-3140

APR - 4 2013

OFFICE OF  
COMPLIANCE AND ENFORCEMENT

Reply To: OCE-133

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

Captain S. F. Williamson, USN  
Department of the Navy  
Puget Sound Naval Shipyard and Intermediate Maintenance Facility  
1400 Farragut Avenue  
Bremerton, Washington 98314-5001

Re: Federal Facility Compliance Agreement, EPA Docket No. CWA-10-2013-0045

Dear Captain Williamson:

Enclosed please find the signed and effective Federal Facility Compliance Agreement (FFCA) between the Puget Sound Naval Shipyard and Intermediate Maintenance Facility, and the U.S. Environmental Protection Agency. We appreciate the time and effort of your staff to work with us in developing this agreement.

If you or your staff have any questions, please do not hesitate to contact us. Questions related to implementation of the FFCA should be directed to Chae Park of my staff at 206-553-1441.

Sincerely,

Edward J. Kowalski  
Director

Enclosure

1. FFCA EPA Docket No. CWA-10-2013-0045

cc: Kelly Susewind  
Manager, Water Quality Program  
Washington Department of Ecology

Josh Baldi  
Director, Northwest Region  
Washington Department of Ecology

**FEDERAL FACILITY COMPLIANCE AGREEMENT**

**between**

**DEPARTMENT OF THE NAVY,**

**PUGET SOUND NAVAL SHIPYARD & INTERMEDIATE MAINTENANCE FACILITY**

**and**

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 10**

**EPA Docket No. CWA-10-2013-0045**

**I. SCOPE AND PURPOSE**

1. The United States Environmental Protection Agency, Region 10 (EPA) and Department of the Navy, Puget Sound Naval Shipyard and Intermediate Maintenance Facility at Bremerton (PSNS&IMF),<sup>1</sup> enter into this Federal Facility Compliance Agreement (FFCA) pursuant to the Clean Water Act (Act), 33 U.S.C. §§ 1251 – 1387 and Executive Order 12088 to obligate PSNS&IMF to achieve and maintain full compliance with all applicable federal, state, and local laws and regulations governing the discharge of pollutants into waters of the United States, at its Bremerton, Washington facility (Facility) as required by Section 301 and 402 of the Clean Water Act, 33 U.S.C. §§ 1311 and 1342.

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<sup>1</sup> The term PSNS&IMF is used in the title of and throughout this FFCA to refer only to the shipyard located in Bremerton, Washington.

## **II. PARTIES**

2. The Parties to this FFCA are the EPA and the PSNS&IMF.
3. PSNS&IMF's officers, agents, contractors, servants, employees, successors, assigns, and all persons, departments, agencies, firms, and corporations in active concert or participation with them will take all necessary steps to ensure compliance with the provisions of this FFCA. PSNS&IMF shall give written notice of this FFCA to any prospective successor in interest. At least ninety (90) calendar days prior to transfer of ownership or operation of the Facility, PSNS&IMF shall give written notice of such transfer or change in ownership or operation to EPA at the address given below.

## **III. FINDINGS**

4. For the purposes of this FFCA, the following constitutes a summary of the findings upon which this FFCA is based. The facts related herein shall not be considered admissions by any Party. This section contains findings of fact determined solely by the Parties and shall not be used by any person related or unrelated to this FFCA for purposes other than determining the basis of this FFCA.
5. Section 301(a) of the Clean Water Act, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant into the waters of the United States by any person except in accordance with other specified sections of the Act, including Section 402, 33 U.S.C. § 1342.
6. Section 402(a) of the Clean Water Act, 33 U.S.C. § 1342(a), provides that the EPA Administrator may issue permits under the National Pollutant Discharge Elimination System (NPDES) program for the discharge of any pollutant into the waters of the United States upon such specific terms and conditions as the Administrator may prescribe. Each

violation of an NPDES permit, and each discharge of pollutant that is not authorized by an NPDES permit, constitutes a violation of Section 301(a) of the Act, 33 U.S.C.

§ 1311(a).

7. EPA issued NPDES Permit WA-000206-2 (Permit) to the United States Department of the Navy, Puget Sound Naval Shipyard, now known as PSNS&IMF, effective April 1, 1994 to April 1, 1999. The Permit has been administratively extended.
8. The Permit specifies the conditions under which PSNS&IMF may discharge dry dock drainage, non-contact cooling water, treated steam plant wastewater, stormwater runoff, demineralized water, steam condensate, salt water from the supply system, and potable water from the Facility.
9. Part I.A.1.a. of the Permit specifies that the monthly average copper (total recoverable) concentration of the discharge from Outfalls 18, 18A and 096 shall not exceed 0.019 milligrams per liter (mg/l) or 0.44 pounds per day (lb/day) cumulative for the three outfalls. Part I.A.1.a. of the Permit also specifies that the daily maximum copper (total recoverable) concentration of the discharge from Outfalls 18, 18A and 096 shall not exceed 0.033 mg/l or 0.77 lb/day cumulative for the three outfalls.
10. Part I.A.1.a. of the Permit specifies that the monthly average copper (total recoverable) concentration of the discharge from Outfall 19 shall not exceed 0.019 mg/l or 0.83 lb/day. Part I.A.1.a. of the Permit also specifies that the daily maximum copper (total recoverable) concentration of the discharge from Outfall 19 shall not exceed 0.033 mg/l or 1.44 lb/day.
11. During the period from May 2009 to October 2012, the Facility reported exceedances of the Permit's effluent limits for recoverable copper on fifty three (53) occasions. The

dates of the Discharge Monitoring Reports (DMRs) in which the violations were reported, the Permit limits the Facility violated, and information regarding specific exceedances of the Permit are indicated in Attachment 1 to this FFCA.

#### **IV. COMPLIANCE PROGRAM**

12. PSNS&IMF agrees to take any and all necessary steps consistent with the law and national security to comply fully with the Permit.
13. PSNS&IMF agrees to complete the following steps under this FFCA:
  - a. Within 90 days of the effective date of this FFCA, PSNS&IMF shall replace all time delay sample turbidity meters at the Facility with continuous real time turbidity readers at all locations. PSNS&IMF shall use the continuous real time turbidity readers to minimize discharges of wastewater to the permitted outfalls that are likely to exceed copper limits and to reroute such wastewater to the sewer system, to the extent authorized by its pretreatment permit, for discharge. PSNS&IMF shall describe efforts made to EPA to comply with this condition in reports provided pursuant to paragraph 14 below.
  - b. PSNS&IMF shall conduct a calibration of all dry dock turbidity readers following the calibration steps identified in the recently completed study on the optimal calibration schedule. In the first report submitted pursuant to paragraph 14, below, PSNS&IMF shall notify EPA that all PSNS&IMF turbidity meters have been calibrated within the previous 12 months. PSNS & IMF shall conduct annual calibration of all Facility turbidity readers by no later than December 31<sup>st</sup> of each year.
  - c. Beginning 30 days after the effective date of this FFCA, PSNS&IMF shall conduct a thorough clean out of the process water collection tank and dry dock upon completion of each "project" in that dock. For the purposes of this subparagraph, a "project" is defined

as any ship docking lasting more than six (6) months. A project shall be deemed complete when the final undocking cycle is complete, the vessel is removed from the dock, and the dock is dewatered. After the final dewatering sequence, the tank shall be thoroughly cleaned along with the rest of the dock. With each report prepared pursuant to paragraph 14 below, PSNS&IMF shall describe whether any projects ended during that reporting period and certify that tank and dock cleaning occurred. This reporting requirement shall end when the final statement is filed with EPA indicating the Military Construction Projects (MILCONs) described in paragraphs (e) and (f) below are completed or this FFCA is superseded by a new permit, whichever occurs first.

d. In the first semi-annual report submitted pursuant to paragraph 14, below, PSNS&IMF shall describe efforts made to get approval for the use of copper free paint on submarines and the authorization supplied by the Naval Sea Systems Command (NAVSEA).

PSNS&IMF shall use copper free paint on all submarines for which authorization is given.

e. PSNS&IMF shall make every effort to complete the upgrade project to install a piping system within the infrastructure of Dry Dock 6 by January 31, 2014 to enable PSNS&IMF to send water on the floor of the dock to the Oily Wastewater Treatment System (OWTS) for treatment based on the turbidity/copper levels in the water, in addition to the current options of discharge to either Sinclair Inlet or the sanitary sewer. Discharge to Sinclair Inlet shall be used as a last resort. Congress appropriated more than \$13 million for the upgrade project for Dry Dock 6. PSNS&IMF shall notify EPA of progress, (expressed as percent complete) and report when construction is complete and the OWTS is operable utilizing the reports required by paragraph 14 below. If additional

funding is necessary to complete this project, PSNS&IMF shall seek additional funding through the Department of Defense (DoD) budget process. By no later than December 31, 2017, PSNS&IMF shall complete the upgrade project for Dry Dock 6.

f. PSNS&IMF has sought Military Construction (MILCON) project funding for approximately \$51 million in order to install piping for all six docks to route water to the OWTS. This is in addition to the more than \$12 million PSNS&IMF has spent on purchasing the OWTS to which the piping will connect. The funding for the piping for Dry Docks 3 and 4 (P420) is being requested for fiscal year 2014 and the funding for piping for Dry Docks 1, 2 and for the completion of Dry Dock 5 (P422) will be requested for fiscal year 2015 through the DoD budget process. If funding is provided, PSNS&IMF shall complete the projects to meet deadlines agreed to by PSNS&IMF and EPA.

g. By no later than 90 days after the effective date of this FFCA, PSNS&IMF shall inspect all process water collection system (PWCS) lines in all dry docks beginning with Dry Dock 6 and repair and replace all PWCS lines found to be in need of repair and/or replacement by no later than six (6) months after discovery. If repairs or replacements will take longer, due to factors such as contracting, funding, or utility outages or access, the repairs or replacements shall be completed in accordance with a schedule agreed to by PSNS&IMF and EPA. PSNS&IMF shall provide documentation to EPA to show compliance with this condition of this FFCA pursuant to paragraph 14 below.

h. By no later than 60 days after the effective date of this FFCA, PSNS&IMF shall amend preventative maintenance instructions to ensure that they apply to PWCS piping in addition to associated valves and pumps. PSNS&IMF shall implement a schedule for

routine inspection of all dry dock PWCS lines and ensure an updated maintenance/repair/replace procedure is in place for all PWCS lines. PSNS&IMF shall ensure that maintenance, repairs and/or replacements are completed by no later than six (6) months after the need for maintenance/repair/replacement is identified during inspection. If repairs or replacements will take longer, due to factors such as contracting, funding, or utility outages or access, the repairs or replacements shall be completed in accordance with a schedule agreed to by PSNS&IMF and EPA. PSNS&IMF shall provide a copy of the revised preventative maintenance instruction to EPA with its first report submitted pursuant to paragraph 14 below.

- i. PSNS&IMF shall make every attempt to achieve compliance with the Permit by December 31, 2014. PSNS&IMF shall be in compliance with the Permit by no later than December 31, 2017.

## **V. REPORTING AND SAMPLING**

14. PSNS&IMF shall submit a written status report to EPA semi-annually, due May 31 and November 30, as long as this FFCA is in effect. The status report shall be submitted in addition to any other reporting or certification required pursuant to law, regulation, or the Permit. The status report shall include at a minimum: (1) the deadlines and other milestones which PSNS&IMF was required to meet during the reporting period; (2) the progress PSNS&IMF made toward meeting those milestones; and (3) an explanation of any noncompliance with or violation of this FFCA and a description of any noncompliance with or violation of this FFCA since the last report. As noted in paragraph 20 below, when PSNS&IMF reports that an item is complete in a semi-annual report, EPA, to the extent feasible and within its existing resources will review that item



upon submission of the report rather than waiting for the termination of the entire agreement.

15. Within 30 days of PSNS&IMF's determination that all compliance activities required under this FFCA have been fully performed, PSNS&IMF shall submit a report to EPA demonstrating that the activities have been completed in full satisfaction of this FFCA. If EPA concludes that the compliance activities have been completed, EPA will so notify PSNS&IMF in writing. EPA's written notice does not constitute termination of this FFCA. If EPA concludes that any portion of the compliance activities have not been completed, EPA will notify PSNS&IMF in writing of the activities that are not complete. PSNS&IMF and EPA shall confer on activities identified by EPA as incomplete and shall develop a schedule for performance of such activities under this FFCA or under a new FFCA.
16. Notification to EPA of any noncompliance with any provision of this FFCA or anticipated delay in performing any obligation under this FFCA shall not excuse PSNS&IMF's noncompliance or anticipated delay.
17. Unless specified otherwise, written notification to or communication with EPA required by the terms of this FFCA shall be addressed to EPA as follows:

Chae Park  
NPDES Compliance Unit, OCE-133  
Office of Compliance and Enforcement  
US EPA - Region 10  
1200 Sixth Avenue, Suite 900  
Seattle, Washington 98101

Unless specified otherwise, communication with PSNS&IMF shall be addressed to:

Larry Hsu  
NPDES Program Manager, Code 106  
PSNS&IMF, 1400 Farragut Avenue

Bremerton, Washington, 98314-5001  
(360) 476-4738 (c) (360) 535-2898

18. Each notification or communication to EPA required by this FFCA shall be deemed submitted on the date it is postmarked, and shall be sent by certified mail, return receipt requested. Notification by electronic mail will also be acceptable provided proof of electronic mailing and receipt is maintained. PSNS&IMF and EPA shall maintain records of each notification or communication, together with proof of mailing, for the duration of this FFCA.
19. Each report submitted pursuant to this FFCA shall be signed by a duly authorized representative of PSNS&IMF who has personal knowledge of the contents. Each submittal shall contain the following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person(s) who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment for knowing violations."

## **VI. TERMINATION**

20. PSNS&IMF may seek termination of this FFCA upon completion of all of the steps delineated in paragraphs 13 to 19. The request for termination shall include a summary of the information supporting the termination request. EPA will review the information and upon EPA's verification that the information provided by PSNS&IMF is sufficient to support the request for termination, EPA will provide a written notice of termination to

PSNS&IMF. It is the expectation of both parties that as individual items are reported as complete in semi-annual reports submitted pursuant to paragraph 14 of this FFCA, EPA will, to the extent feasible within its existing resources, review the documentation sent to support the claim and raise questions or concerns at that time. This FFCA will terminate upon PSNS&IMF's receipt of EPA's written notice of termination to PSNS&IMF.

21. Alternatively, if EPA issues PSNS&IMF a renewed NPDES permit before this FFCA expires, outstanding conditions of this FFCA may be incorporated into the permit as necessary and this FFCA may terminate automatically upon the effective date of the renewed NPDES permit.

#### **VII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS**

22. Compliance with the terms of this FFCA in no way affects or relieves PSNS&IMF of its obligation to comply with all applicable requirements of the Act and regulations promulgated there under, or other applicable requirements of federal, state, or local law.

#### **VIII. PERMIT OBLIGATIONS**

23. This FFCA does not constitute a permit and does not relieve PSNS&IMF of any obligation to apply for, obtain, and comply with the NPDES Permit for its facility.

#### **IX. RIGHT OF ENTRY**

24. EPA, its contractors, and other authorized representatives shall have the right to enter the PSNS&IMF facility to conduct any inspection, including but not limited to inspection of PSNS&IMF records, sample testing, and/or monitoring they believe is necessary to determine PSNS&IMF's compliance with this FFCA. This right of entry may be subject

to and exercised in compliance with all reasonable restrictions imposed by PSNS&IMF for reasons of security. This paragraph in no way affects or expands upon any other right of entry or inspection under federal or state law.

#### **X. DISPUTE RESOLUTION**

25. If a dispute arises under this FFCA, the procedures of this Section shall apply. During the pendency of any dispute, PSNS&IMF agrees that it shall continue to implement those portions of this FFCA which are not in dispute. The pendency of any dispute under this Section shall not affect PSNS&IMF's responsibility to perform the work required by this FFCA in a timely manner, except that the time period for completion of work affected by such dispute may, at EPA's discretion, be extended for a period of time not to exceed the actual time taken to resolve any good faith dispute in accordance with the procedures specified herein.
26. The Parties to this FFCA shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. Parties shall provide written notice within five (5) working days of any change of Project Manager that occurs while this FFCA is in effect.
27. Within fourteen (14) working days after PSNS&IMF is aware that any action generates a dispute, PSNS&IMF shall submit to EPA a written statement of dispute setting forth the nature of the dispute, PSNS&IMF's position with respect to the dispute, and the information PSNS&IMF is relying upon to support its position. If PSNS&IMF does not provide such written statement to EPA within this fourteen (14) day period, PSNS&IMF shall be deemed to have agreed with EPA's position with respect to the dispute.
28. Upon EPA's receipt of the written statement of dispute from PSNS&IMF, the Parties

shall engage in dispute resolution among the Project Managers and/or their immediate supervisors. The Parties shall have fourteen (14) working days from the date of receipt by EPA of the written statement of dispute to resolve the dispute. During this period, the Project Managers shall meet or confer as many times as necessary to discuss and attempt resolution of the dispute. If agreement cannot be reached on any issue within this fourteen (14) day period, PSNS&IMF may, within ten (10) working days after the conclusion of the fourteen (14) working days dispute resolution period, submit a written notice to EPA elevating the dispute to the Dispute Resolution Committee ("DRC") for resolution. If PSNS&IMF does not elevate the dispute to the DRC within this ten (10) day period, PSNS&IMF shall be deemed to have agreed with EPA's position with respect to the dispute.

29. The DRC will serve as a forum for resolution of disputes for which agreement has not been reached pursuant to the foregoing paragraphs in this Section. Following elevation of a dispute to the DRC, the DRC shall have thirty (30) calendar days to unanimously resolve the dispute. EPA's designated representative on the DRC is the Director, Office of Compliance and Enforcement, EPA Region 10. PSNS&IMF's designated representative is the Director, Environment, Safety, and Health Department, PSNS&IMF. If a representative to the DRC delegates his/her authority to an alternate, notice shall be provided to the other Party within seven (7) working days.
30. If unanimous resolution by the DRC is not achieved within this thirty (30) day period, a member of the DRC may, within thirty (30) working days after the conclusion of the thirty (30) day dispute resolution period, submit a written Notice of Dispute to the Regional Administrator of EPA Region 10 and the PSNS&IMF Commander for final

resolution of the dispute. In the event that the dispute is not elevated to the Regional Administrator of EPA Region 10 and the PSNS&IMF Commander within the designated thirty (30) working day period, PSNS & IMF shall be deemed to have agreed with the EPA DRC representative's position with respect to the dispute.

31. If a dispute cannot be mutually resolved, EPA Region 10 may take enforcement action as otherwise appropriate.
32. Mutual resolution of a dispute pursuant to this Section of this FFCA constitutes a final resolution of any dispute arising under this FFCA. The Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Section of the FFCA.

#### **XI. FORCE MAJEURE**

33. PSNS&IMF's obligations under Section IV, Compliance Program, of this FFCA shall be performed as set forth in this FFCA unless performance is prevented or delayed by a force majeure event. For purposes of this FFCA, "force majeure" is defined as any event arising from causes beyond PSNS&IMF's control which delays or prevents the performance of any obligation under this FFCA including acts of God or war, labor unrest, and any judicial orders which prevent compliance with the provisions of this FFCA. Force majeure shall not include increased costs of performance of any activity required by this FFCA or the failure to apply for any required permits or approvals or to provide all information required in a timely manner, nor shall it include the failure of contractors or employees to perform or the avoidable malfunction of equipment.
34. If PSNS&IMF is having difficulty meeting its obligations as set forth in this FFCA due to a force majeure event, it shall notify EPA promptly by telephone or E-mail of any change

in circumstances giving rise to the suspension of performance or the nonperformance of any obligation under this FFCA. In addition, within fourteen (14) working days of the occurrence of circumstances causing such difficulty, PSNS&IMF shall provide a written statement to EPA of the reason(s), the anticipated duration of the event and delay, the measures taken and to be taken to prevent or minimize the time and effects of failing to perform or delaying any obligation, and the timetable for the implementation of such measures. Failure to comply with the notice provisions shall constitute a waiver of any claims of force majeure. PSNS&IMF shall adopt all reasonable measures to avoid or minimize any such delay.

35. The burden of proving that any delay is caused by circumstances entirely beyond the control of PSNS&IMF shall rest with PSNS & IMF.

## **XII. MODIFICATION**

36. The actions, timetable and deadlines under this FFCA may be modified upon receipt of a written request for extension and when good cause exists for the requested extension or change. Any request for extension or other modification by PSNS&IMF shall be submitted in writing and shall specify: the change (e.g. timetable or deadline for which an extension is sought); the details of the change or the length of the extension sought; the good cause for the change or the extension; and any related timetable and deadline or schedule that would be affected if the change/extension were granted.
37. Within twenty-one (21) calendar days of receipt of a request for a modification, EPA shall advise PSNS&IMF of its position on the request. If EPA does not concur in the change/extension, it shall include in its statement of non-concurrence an explanation of the basis for its position.

### **XIII. FUNDING**

38. It is the expectation of the Parties to this FFCA that all obligations of PSNS&IMF arising under this FFCA, will be fully funded. PSNS&IMF agrees to use available legal mechanisms within the federal budgetary process to seek sufficient funding to fulfill its obligations under the FFCA.
39. Any requirement for the payment or obligation of funds by PSNS&IMF established by the terms of this FFCA shall be subject to the availability of appropriated funds. Provision herein shall not be interpreted to require obligations or payment of funds in violations of the Anti-Deficiency Act, 31 U.S.C. §1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted within the terms delineated in this FFCA.
40. If appropriated funds are not available to fulfill PSNS&IMF's obligations under this FFCA, EPA reserves the right to initiate an action against any other person, or to take any action which would be appropriate absent this FFCA.

### **XIV. GENERAL PROVISIONS**

41. This FFCA was negotiated and executed by the parties in good faith to ensure compliance with the law. No part of this FFCA constitutes or should be interpreted or construed as an admission of fact or of liability under federal, state or local laws, regulations, ordinances, or common law or as an admission of any violations of any laws, regulations, ordinances, or common law. By entering into this FFCA, PSNS&IMF does not waive any claim, right, or defense that it might raise in any other proceeding or action. This FFCA does not create any duties to or rights of action for third parties beyond those

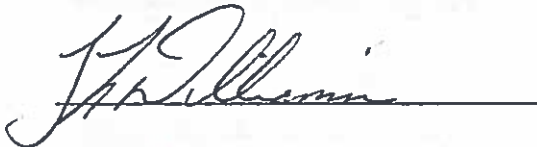


which existed absent this FFCA.

42. The undersigned representative of both Parties certify that they are fully authorized to enter into the terms and conditions of this FFCA and to bind the Parties to the FFCA.
43. The provisions of this FFCA shall bind the Parties, and their agents, employees, contractors, successors, and assigns.

Agreed:

For PSNS&IMF:

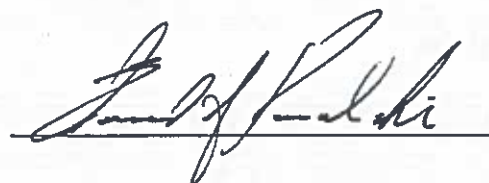


S. F. Williamson,  
Captain, U. S. Navy  
Commander  
Puget Sound Naval Shipyard & Intermediate Maintenance Facility

25 MAR 2013

Date

For U.S. Environmental Protection Agency, Region 10



Edward J. Kowalski, Director  
Office of Compliance and Enforcement  
U.S. Environmental Protection Agency  
Region 10

4/4/2013

Date

**Attachment 1: PSNS & IMF List of Violations**

Date	Outfall #	Pollutant	Type of Violation	Permit Limit	Actual Value	Unit
May-09	018/18A/096	copper (recoverable)	daily max	0.033	0.056	mg/L
May-09	018/18A/096	copper (recoverable)	daily max	0.44	0.48	lbs/day
May-09	018/18A/096	copper (recoverable)	monthly average	0.77	1.71	lbs/day
Jul-09	018/18A/096	copper (recoverable)	daily max	0.033	0.102	mg/L
Jul-09	018/18A/096	copper (recoverable)	monthly average	0.44	1.71	lbs/day
Jul-09	018/18A/096	copper (recoverable)	monthly average	0.019	0.028	mg/L
Jul-09	018/18A/096	copper (recoverable)	daily max	0.77	6.02	lbs/day
Nov-09	018/18A/096	copper (recoverable)	daily max	0.019	0.029	mg/L
Nov-09	018/18A/096	copper (recoverable)	monthly average	0.033	0.041	lbs/day
Nov-09	018/18A/096	copper (recoverable)	monthly average	0.44	0.45	lbs/day
Nov-09	019	copper (recoverable)	daily max	1.44	1.69	lbs/day
Jan-10	018/18A/096	copper (recoverable)	daily max	0.77	0.96	lbs/day
May-10	018/18A/096	copper (recoverable)	daily max	0.033	0.034	mg/L
May-10	018/18A/096	copper (recoverable)	daily max	0.77	1.57	lbs/day
May-10	018/18A/096	copper (recoverable)	monthly average	0.44	0.6	lbs/day
Aug-10	019	copper (recoverable)	daily max	0.033	0.062	mg/L
Aug-10	019	copper (recoverable)	daily max	1.44	3.44	lbs/day
Aug-10	019	copper (recoverable)	monthly average	0.83	1.1	lbs/day
Nov-10	019	copper (recoverable)	daily max	0.033	0.134	mg/L
Nov-10	019	copper (recoverable)	daily max	1.44	6.54	lbs/day
Nov-10	019	copper (recoverable)	monthly average	0.019	0.031	mg/L

Nov-10	019	copper (recoverable)	monthly average	0.83	1.48	lbs/day
Dec-10	019	copper (recoverable)	daily max	1.44	2.2	lbs/day
Jan-11	019	copper (recoverable)	daily max	0.033	0.13	mg/L
Jan-11	019	copper (recoverable)	monthly average	0.019	0.033	mg/L
Jan-11	019	copper (recoverable)	monthly average	0.83	3.24	lbs/day
Jan-11	019	copper (recoverable)	daily max	1.44	12.96	lbs/day
Aug-11	019	copper (recoverable)	daily max	0.033	0.064	mg/L
Aug-11	019	copper (recoverable)	monthly average	0.019	0.025	mg/L
Aug-11	019	copper (recoverable)	monthly average	0.83	2.21	lbs/day
Aug-11	019	copper (recoverable)	daily max	1.44	5.82	lbs/day
Sep-11	019	copper (recoverable)	monthly average	0.083	1.49	lbs/day
Sep-11	019	copper (recoverable)	daily max	1.44	1.75	lbs/day
Nov-11	018/18A/096	copper (recoverable)	daily max	0.033	0.107	mg/L
Nov-11	018/18A/096	copper (recoverable)	daily max	0.77	1.71	lbs/day
Nov-11	018/18A/096	copper (recoverable)	monthly average	0.019	0.025	mg/L
Dec-11	018/18A/096	copper (recoverable)	daily max	0.033	0.052	mg/L
Jan-12	018/18A/096	copper (recoverable)	daily max	0.77	1.18	lbs/day
Jan-12	019	copper (recoverable)	monthly average	0.083	0.85	lbs/day
Jan-12	019	copper (recoverable)	daily max	1.44	1.85	lbs/day
Feb-12	019	copper (recoverable)	monthly average	0.083	1.19	lbs/day
Feb-12	019	copper (recoverable)	daily max	1.44	3.25	lbs/day
Jun-12	019	copper (recoverable)	monthly average	0.083	2.04	lbs/day
Jun-12	019	copper (recoverable)	daily max	1.44	6.52	lbs/day

Jul-12	018/18A/096	copper (recoverable)	daily max	0.033	0.047	mg/L
Jul-12	018/18A/096	copper (recoverable)	daily max	0.77	1	lbs/day
Aug-12	019	copper (recoverable)	monthly average	0.083	1.27	lbs/day
Aug-12	019	copper (recoverable)	daily max	1.44	2.13	lbs/day
Sep-12	019	copper (recoverable)	monthly average	0.083	1.13	lbs/day
Sep-12	019	copper (recoverable)	daily max	1.44	3.55	lbs/day
Sep-12	019	copper (recoverable)	daily max	0.033	0.041	mg/L
Oct-12	019	copper (recoverable)	monthly average	0.083	0.96	lbs/day
Oct-12	019	copper (recoverable)	daily max	1.44	1.89	lbs/day